

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rudolph Foods Company, Inc.		12/23/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National banking association:		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3373847	RUDOLPH'S ONYUMS	
Registration Number:	3023388	RUDOLPH FOODS NOBODY MAKES BETTER TASTING PORK RINDS!	
Serial Number:	77272829	ENGOBI	
Serial Number:	77396838	ENERGY GO BITES	
Serial Number:	77378685	SNAFFEINATED	
Serial Number:	77378680	SNAFFEINE	
Registration Number:	2213907	SOUTHERN RECIPE	
Registration Number:	2225155	RUDOLPH'S	
Registration Number:	2236457	RUDOLPH'S	
Registration Number:	2145779	RUDY'S	
Registration Number:	2057531	ANDY'S	
Registration Number:	1877807	PEPE'S	
Registration Number:	1718471	RUDOLPH'S	
Registration Number:	1833944	RUDY'S	

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TRADEMARK
REEL: 003911 FRAME: 0817

Registration Number:	1750295	RUDOLPH FOODS
Registration Number:	1509386	PEPE'S
Registration Number:	1562435	JAZZ
Registration Number:	1430437	GRANDPA JOHN'S
Registration Number:	1152552	BAC-ON SNAPS

CORRESPONDENCE DATA

Fax Number: (312)521-2875

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-521-2775

Email: seberle@muchshelist.com

Correspondent Name: Much Shelist

Address Line 1: 191 N. Wacker Drive, Suite 1800

Address Line 2: Adam K. Sacharoff

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	4105500.0038
NAME OF SUBMITTER:	Adam K. Sacharoff
Signature:	/aks/
Date:	12/31/2008

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 23 day of December, 2008, RUDOLPH FOODS COMPANY, INC., an Ohio corporation (the "*Debtor*") with its principal place of business and mailing address at 6575 Bellefontaine Road, Lima, Ohio 45802, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


This Trademark Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor's ownership interest in any of the trademarks listed in Schedule A, except as a result of the Secured Party's exercise of any rights and remedies during the existence of an Event of Default. Until and unless Secured Party acquires ownership of the trademarks listed on Schedule A as a result of the exercise of any such rights and remedies, Debtor retains the ownership rights, the rights to use the marks and the rights to maintain and renew the trademarks listed in Schedule A. The security

interest granted hereunder shall be released at the expense and request of Debtor upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RUDOLPH FOODS COMPANY, INC.

By 
Name Michael Hopper
Title VP Finance / CFO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RUDOLPH FOODS COMPANY, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By Antonio Robledo
Name Antonio Robledo
Title VICE President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

Application Number	Registration Number	Trademark
78588561	3373847	RUDOLPH'S ONYUMS
78464488	3023388	RUDOLPH FOODS NOBODY MAKES BETTER TASTING PORK RINDS!
77272829		ENGOBI
77396838		ENERGY GO BITES
77378685		SNAFFEINATED
77378680		SNAFFEINE
75284299	2213907	SOUTHERN RECIPE
75305939	2225155	RUDOLPH'S
75305938	2236457	RUDOLPH'S
75145996	2145779	RUDY'S
75133287	2057531	ANDY'S
74465456	1877807	PEPE'S
74171193	1718471	RUDOLPH'S
74171192	1833944	RUDY'S
74171051	1750295	RUDOLPH FOODS
73639764	1509386	PEPE'S
73780973	1562435	JAZZ
73583132	1430437	GRANDPA JOHN'S
73131200	1152552	BAC-ON SNAPS

**REGISTERED TRADEMARKS TO BE ACQUIRED FROM
LEE'S PIGSKIN COMPANY AND SOUTHERN SPECIALTY FOODS, INC.**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Sections 8 & 15</u>	<u>Renewal Due</u>	<u>Current Owner</u>
DABO's Traditional (Word Mark)	3,389,433	02/26/08	02/26/14	02/26/18	Southern Specialty
PAPA TUBS (Horizontal Design)	3,050,284	01/24/06	01/24/12	01/24/16	Lee's Pigskin

LEE'S PIG SKINS (Red & White Color Design)	3,065,094	03/07/06	03/07/12	03/07/16	Lee's Pigskin
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PENDING FEDERAL TRADEMARK APPLICATIONS

MARK

SERIAL NO.